IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUIT NO. 1185 OF 1983

Siemons India Ltd and Ors. ....*Plffs.*
vs.
Liav Soon Agencies P.Ltd ....*Defnds.*

D.B. Parab i/b. Gordhandas and Fozdar *for the plffs.*

None *for the defnds.*

CORAM: S.U. KAMDAR, J.

DATE : 29TH JUNE, 2005.

P.C. :

1. The present suit is filed for the recovery of sum of Rs.1,84,600 with interest at the rate of 9% p.a. from the date of the suit till payment and/or realisation. The suit is filed on the background of the following facts.

2. The defendant is a foreign shipping

company incorporated in Singapore and are interalia doing business in Bombay through their agents M/s. Crystal Shipping Company Private Limited. It is the case of the plaintiff that sometime in or about 21.6.1982 the plaintiff entrusted to the defendants 12 packages containing 1X-1 70 KV sub-stations (70 Switchgears and control equipment). The said consignment was entrusted by the plaintiffs for delivery to one M/s. Perusahaan Umum Listrik Nagara Pusat, Jakarta. The said consignment was accepted by the defendants and a clean bill of lading was issued dated 21.6.1982. The said goods were loaded on the said vessel and a clean bill of lading bearing no. B/L.No.STP-6 was issued. The said vessel carrying on the said goods arrived at Singapore one week after the loading. It was provided that the goods can be transhipped. the plaintiff states that the defendants were bound to have taken care of the said consignment in transit. Further in the said cargo there was short delivery of two packages out of 12 packages. Thus the plaintiffs have

suffered loss due to short delivery. The plaintiff has thus filed the suit for the recovery of Rs.1,84,600 towards the valuation of the said two cargo goods. The plaintiff issued notice to the defendants for the short delivery and by letter dated 22.6.1983 the advocate for the plaintiffs gave notice and called upon them to make payment. However the defendant failed to make payment of the aforesaid amount. The plaintiff states that the aforesaid cargo was insured by the second plaintiff and in pursuance to the said insurance the plaintiff no.2 has made payment of the necessary charges to the plaintiff no.1 and thus the present suit is filed.

3. The defendant though served has not filed written statement. The plaintiff has tendered the documents which are taken on record and marked Exhibit-P1 collectively. In view of no written statement being filed I pass the following the order :

There shall be decree against

the defendant and in favour of the plaintiff no.2 for sum of Rs.1,84,600/- with interest at the rate of 6% p.a. from the date of the suit till payment and or realisation.

sd/-

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